

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 33411 Purchase of New Electronic Equipment

Special Item No. 811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

SPECIAL ITEM NUMBER 33411 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

- ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

- Microcomputer Control Devices
- Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

- ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

- Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

- Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

- Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

- Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

- Telephone Equipment
- Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 33411 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 811212 - EQUIPMENT MAINTENANCE (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

- Maintenance

Exxact Corporation
46221 Landing Pkwy. Fremont, CA 94538
510-226-7366
www.exxactcorp.com

Contract Number: GS-35F-0278Y

Period Covered by Contract: 3/26/17 – 3/25/22

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # PS-0034, dated January 29, 2021.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

45445 Warm Springs Blvd. Fremont, CA 94539

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

510-226-7367

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 788479368
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 94-3154767

- 4a. CAGE Code: 4GZF8
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>33411</u>	<u>30</u> Days
<u>811212</u>	<u>30</u> Days

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0% - 0 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: 10% on single orders over \$100,000.00
- c. Dollar Volume: None
- d. Government Educational Institutions: None
- e. Other: None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 33411 - Purchase of Equipment
Special Item Number 811212 - Equipment Maintenance

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.exxactcorp.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
ELECTRONIC EQUIPMENT(SPECIAL ITEM NUMBER 33411)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

N/A

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Standard Commercial Warranty

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: ____

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

GSA Price List

	Part Number	Description	GSA Price
1	EXX-QTXR461-512R	Quantum TXR461-512R (4U TOWER/RACKMOUNT SERVER, AMD SR5690/SR5670/SP5100 4-WAY MOTHERBOARD WITH 4 AMD OPTERON 6168 MAGNY-COURS 1.9GHz Processors, 64GB RAM, 1TB 7200RPM HDD, 2x NVIDIA TESLA C2070 GPU)	\$11,101.32
2	EXX-QTXR460-512R	Quantum TXR460-512R (4U TOWER/RACKMOUNT SERVER, AMD SR5690/SR5670/SP5100 4-WAY MOTHERBOARD WITH 4 AMD OPTERON 6168 MAGNY-COURS 1.9GHz Processors, 64GB RAM, 1TB 7200RPM HDD, 2x NVIDIA TESLA C2050 GPU)	\$11,689.56
3	EXX-FAXR460-512R	Fulcrum AXR460-512R (4U TOWER/RACKMOUNT SERVER, AMD SR5690/SR5670/SP5100 4-WAY MOTHERBOARD WITH 4 AMD OPTERON 6168 MAGNY-COURS 1.9GHz Processors, 64GB RAM, 1TB 7200RPM HDD)	\$7,154.64
4	EXX-QTXR411-144R	Quantum TXR411-144R (4U RACKMOUNT SERVER, INTEL 5520 (TYLERSBURG) MOTHERBOARD WITH 2 INTEL XEON X5660 2.80GHz SIX-CORE PROCESSORS, 48GB RAM, 1TB 7200RPM HDD, 8 NVIDIA TESLA C2070 GPU)	\$23,818.02
5	EXX-QTXR410-144R	Quantum TXR410-144R (4U RACKMOUNT SERVER, INTEL 5520 (TYLERSBURG) MOTHERBOARD WITH 2 INTEL XEON X5660 2.80GHz SIX-CORE PROCESSORS, 48GB RAM, 1TB 7200RPM HDD, 8 NVIDIA TESLA C2050 GPU)	\$26,098.02
6	EXX-QTXR411-192R	Quantum TXR411-192R (4U TOWER/RACKMOUNT SERVER, INTEL 5520 (TYLERSBURG) MOTHERBOARD WITH 2 INTEL XEON X5660 2.80GHz SIX-CORE PROCESSORS, 24GB RAM, 1TB 7200RPM HDD, 4 NVIDIA TESLA C2070 GPU)	\$14,421.00
7	EXX-QTXR410-192R	Quantum TXR410-192R (4U TOWER/RACKMOUNT SERVER, INTEL 5520 (TYLERSBURG) MOTHERBOARD WITH 2 INTEL XEON X5660 2.80GHz SIX-CORE PROCESSORS, 24GB RAM, 1TB 7200RPM HDD, 4 NVIDIA TESLA C2050 GPU)	\$14,229.48
8	EXX-QTXR111-192N	Quantum TXR111-192N (1U RACKMOUNT SERVER, INTEL 5520 (TYLERSBURG) MOTHERBOARD WITH 2 INTEL XEON X5660 2.80GHz SIX-CORE PROCESSORS, 24GB RAM, 1TB 7200RPM HDD, 2 NVIDIA TESLA M2090 GPU)	\$9,947.64
9	EXX-QTXR110-192N	Quantum TXR110-192N (1U RACKMOUNT SERVER, INTEL 5520 (TYLERSBURG) MOTHERBOARD WITH 2 INTEL XEON X5660 2.80GHz SIX-CORE PROCESSORS, 24GB RAM, 1TB 7200RPM HDD, 2 NVIDIA TESLA M2070 GPU)	\$10,330.68
10	EXX-QTXR111-096N	Quantum TXR111-096N (1U RACKMOUNT SERVER, INTEL 5520 (TYLERSBURG) MOTHERBOARD WITH 2 INTEL XEON X5660 2.80GHz SIX-CORE PROCESSORS, 48GB RAM, 1TB 7200RPM HDD, 4 NVIDIA TESLA M2090 GPU)	\$19,264.86

	Part Number	Description	GSA Price
11	EXX-QTXR110-096N	Quantum TXR110-096N (1U RACKMOUNT SERVER, INTEL 5520 (TYLERSBURG) MOTHERBOARD WITH 2 INTEL XEON X5660 2.80GHz SIX-CORE PROCESSORS, 24GB RAM, 1TB 7200RPM HDD, 4 NVIDIA TESLA M2070 GPU)	\$15,182.52
12	EXXA-TXR410-0768R-G	16x TXR410-768R Expansion Nodes w/ Titan and Phi Accelerators, 3x IO Nodes, RAID Arrays and Spares, BLDG54 Storage, Login Node (1), IB Items	\$453,840.76
13	EXXB-TXR410-0768R-G	16x TXR410-768R Expansion Nodes w/ Titan and Phi Accelerators, 2x IO Nodes, RAID Arrays and Spares, BLDG54 Storage, Management Node (1), PBS Software, Intel Compiler software	\$403,019.31
14	EXXC-TXR410-0768R-G	16x TXR410-768R Expansion Nodes w/ Titan and Phi Accelerators, Rack and Switching	\$298,747.58
15	EXXD-TXR410-0768R-G	16x TXR410-768R Expansion Nodes w/ Titan and Phi Accelerators, Rack and Switching, Custom Crates	\$313,933.26
16	EXX3-CLU00-TXR410-G	3x racks, Containing 1x Headnode, 15x Quantum TXR410-0768R Expansion Nodes, InfiniBand Network	\$331,575.93
17	EXX3-TXR210-13591-0256R-G	Network equipment for TXR210-0256R Expansion Systems	\$10,808.00
18	EXX2-TXR210-13591-0256R-G	4x Customized TXR210-0256R Expansion Systems with Tesla	\$88,825.80
19	EXX1-TXR210-13591-0256R-G	4x Customized TXR210-0256R Expansion Systems with Phi	\$50,269.80
20	EXX-QTXR411-081214-064R-G	Quantum TXR411-081214-064R-R GPU Server	\$9,923.04
21	EXX3-CLU01-TXR410-G	3x racks, Containing 1x Headnode, 15x Quantum TXR410-0768R Expansion Nodes, InfiniBand Network, Titan & Phi mixed nodes	\$349,996.82
22	EXX17-TXR410-02042015-0512-G	42U Rack, Power, Ethernet, InfiniBand, 1U Headnode (v3), 17x 4U 8x 5110P Systems, Each Contains : 2x E5-2603 v2, 16GB DDR3 Memory, 8x Phi 5110P, 2x Single Port FDR IB Cards (1 per PCIe Root Complex)	\$199,349.96
23	EXX-QTXR220-1000R	Exxact Quantum TXR220-1000R 2U 1X GPU 4X Intel CPU Workstation	\$29,238.00
24	EXX-QTXR431-1000N	Exxact Quantum TXR431-1000N 4U 8X nodes Intel Xeon CPU Server	\$8,714.72
25	EXX3-81202015-QTXR410-0512R	Exxact Quantum 81202015-QTXR410-0512R 4U 4X GPU 2X Intel Xeon Server	\$18,634.44
26	EXX4-08132015-QTXR210-0512R-G	Exxact Quantum 08132015-QTXR210-0512R-G 2U X GPU 2X Intel XEON SERVER	\$25,198.00
27	EXX-AXR-768R-092315	Exxact Quantum AXR-768R-092315 2U 2X AMD CPU Server	\$8,008.47
28	GSA-EXX-02042016-G	Exxact GSA-EXX-02042016-G Promise VTRAK J830SDNX 26X 3.5" 4TB SAS HDD 16GB DDR3 1866MHZ x 8DIMMS	\$17,409.51
29	IXS-TRUENAS Z20-HA-00	Exxact TRUENAS Z20-HA Hybrid Storage Array 3U Redundant (Active/Standby) Storage Controllers	\$27,904.00

	Part Number	Description	GSA Price
30	EXX-FIXR230-031816-1000R-G	Exxact Fulcrum IXR230-031816-1000R-G Server 12 Port 56GBS Infiniband/VPI Switch system Crucial MX200 2.5" 1TB SATA 6 GOPS INT	\$142,752.10
31	EXX-TXR414-1000R-G	Exxact Quantum TXR414-1000R-G 4UDual process E5-2600V3 2X 2.5in HDD Bay Dual 10/100/1000 NIC ports w/ dedicated IPMI 20X PCIE X16 slots 8000W redundant power	\$16,950.60
32	EXX-F1XR110-041316-1512R-G	Exxact Fulcrum 1XR110-041316-1512R-G 1U Compilation Node 32 CPU Cores 64GB DDR4 memory diskless	\$8,470.00
33	GSA-EXX-02092016-G	Exxact GSA-EXX-02092016-G 48U Rack for IB switch	\$2,000.00
34	EXX-022616-QTXR430-0768R-G	Exxact Quantum 022616-QTXR430-0768R-G GPU cluster and compute nodes, racks, crate, network, cabling & software	\$155,991.00
35	EXX-07252016-QTXR430-0512R	Exxact Quantum 07252016-QTXR430-0512R workstation	\$27,319.49
36	EXX-QIXN000-0384N-G08252016	Exxact Quantum IXN000-0384N-G08252016 KNL Early Access Development Workstation	\$5,343.00
37	IXS-FREENAS-4U-00	EXXACT FREENAS-4U CERTIFIED SERVER: 24X 3.5" SAS DRIVES- DUAL EXPANDERS- REDUNDANT 1280W POWER SUPPLIES	\$13,972.00
38	EXX072516-QTXR231-1000R	EXXACT EXX072516-QUANTUM TXR231-1000R 2X E5-2640V4 512GB DDR4 1X 512GB SSD 2X 2TB HDD 2X P100 PCIE 16GB (EXPANDABLE TO 4) 10GBASE-T SWITCH (24 PORT)	\$20,606.56
39	EXX-YODA-070516-G	EXXACT YODA-070516-G YODA CLUSTER SUPPORT: ON-PREMISE SPARE PARTS AND NODES AND ONSITE INSTALLATION	\$169,996.80
40	EXX-QTXR225-0128R-2U	EXXACT QUANTUM TXR225-0128R-2U RACKMOUNT SERVER WITH ADDITIONAL PARTS, EDR SWITCH	\$78,457.20
41	EXX-07192016QTXR2250128R-00	EXXACT 07192016QUANTUMTXR2250128R 2U RACKMOUNT SERVER CONTAINING 4X SERVERS EACH WITH INTEL XEON PHI 7210 (215 TDP 16GB CACE 32 TILES 64 CORES 1.5GHZ TURBO 1.3 GHZ BASE 2133MHZ DDR4 SUPPORT 384GB DDR4 MEMORY EDR INFINIBAND ADAPTER AND CABLE	\$26,551.20
42	IXS-TRUENAS Z30-HA-00	EXXACT TRUENAS Z30-HA (CUSTOM) HYBRID STORAGE ARRAY	\$59,740.00
43	IXS-TRUENASE24-192TB-00	EXXACT TRUENASE24-192TB CUSTOM TRUENAS E24 EXPANSION SHELF- 24 HOT-SWAP DRIVE BAYS	\$29,280.00
44	EXX-QTXR431-1000N-G	EXXACT QTXR431-1000N-G WHISPER QUIET WORKSTATION 2X E5-2687W V4 128GB DDR4 TITAN X PASCAL	\$9,021.60

	Part Number	Description	GSA Price
45	EXX-QUANTUM-TXR431-1000N-G	EXXACT QUANTUM-TXR431-1000N-G QUANTUM TXR431-1000N WHISPER QUIET WORKSTATION (2X E5-2687W V4 128GB DDR4 1080TI)	\$8,739.36
46	EXX-10072016-QTRX430-0768R-G	EXXACT SERVER CLUSTER EXX-10072016-QUANTUM-TRX430-0768R-G) WITH 1X 4U	\$211,033.05
47	IXS-TRUENAS Z20-HA-GG-00	Exxact TRUENAS Z20-HA-GG HYBRID STORAGE ARRAY: TrueNas (4I-4E) 8-Port PCI Express 6Gb/s SAS External Host Bus Adapter Per Controller; 64GB DRAM Cache Per Controller; TrueNAS 8TB Enterprise Nearline SAS 12Gb/s 7200RPM 128MB Cache	\$48,134.90
48	EXX-74262-3-G	EXXACT ENTERPRISE SSD SM863A SATA 1.92TB SSD; ONE (1) EA 1X5.25" BAY TO 4X2.5" HDD BAY (HOT-SWAP) CONNECT TO ONBOARD SATA; ONE (1) EA INTEL X540T2 ETHERNET CONVERGED NETWORK ADAPTER 100MBPS/1GBPS/10GBPS PCI EXPRESS 2.1X82XRJ45	\$5,174.28
49	EXX-ST8000NM0055-G	EXXACT SET OF 30 SERVERS W/ SEAGATE ENTERPRISE 3.5" HDD 8TB 7200 RPM 512E SATA 6GB/S 256MB CACHE INTERNAL HARD DRIVE	\$8,640.00
50	EXX-1028TR-TF-G	EXXACT 1028TR-TF DUAL NODE SERVER PER NODE 2X E5-2690 8X 16GB DDR4 RAM	\$12,272.16
51	EXX-QTXR410-3000R-G	EXXACT QTXR410-3000R-G NVLINK SERVER	\$45,723.07
52	EXX-191517-QTXR434-0064R	EXXACT 191517-QUANTUM TXR434-0064R 2X E5-2650 V4 12 CORE 64GB 4X PASCAL GTX 1080 TI GPU AMBER & GROMACS CERTIFIED SYSTEM	\$11,150.40
53	EXX-07262017-01-G	EXXACT 07262017-01 STANDARD WORKSTATION (2X E5-2699 V4 128GB DDR4 1X 1TB)	\$13,440.00
54	EXX-07052017-02-CSE-946ED-R2KJBOD-G	EXXACT 07052017-02 90 BAY 4U JBOD STORAGE W/ 8X LSI 9300 8E 12GB/S SAS HBA	\$48,438.50
55	EXX-TRUENAS X20-HA-G	EXXACT TRUENAS X20-HA HYBRID STORAGE ARRAY	\$25,376.00
56	EXX-08162017-01	EXXACT 08162017-01 SERVER 2X E5-2699 V4 256GB DDR4 1X 1TB SSD 2X 2TB HDD (RAID1) 1X GTX 1080 TI 1X GP100 WIN 10 64B	\$20,088.00
57	EXX-QTXR431-2000R-G	EXXACT QUANTUM TXR431-2000R 2X E5-2667 V4 16GB X16 1X 256GB OS SSD 2X 1TB SD 6X 4TB	\$14,877.00
58	EXX-TWS-1686525-DPN-G	EXXACT TENSOR TWS-1686525-DPN 2X XEON SILVER 4110 16GB X12 DDR4 2X 1TB SSD 2X 1TB HDD 1X DVD-RW 2X QUADRO GP100 16GB 1X NVLINK BRIDGE UBUNTU 16.04 LTS DEEP LEARNINIG STACK	\$17,924.90
59	EXX-TWS-1686525-0824	EXXACT TENSOR TWS-1686525-0824 2x Intel Xeon Silver 4110 Processors, 8GBx12 DDR4, 4x 2TB 3.5" HDD's, 1x 960GB 2.5" SSD, 4x NVidia Titan V GPU's	\$22,075.40

60	EXX-07052017-02	EXXACT 07052017-02 90 Bay 4U JBOD Storage server w/ 8x LSI 9300-8e 12GB/s SAS HBA (NON-RAID MODE)	\$96,877.00
61	EXX-20180515-02	EXXACT 20180515-02 TESLA V100 32GB GPU SERVER	\$160,500.00
62	EXX-TS4-672511-06182018-03-NTS	EXXACT TENSOR TS4-672511-06182018-03-NTS COMPUTER SYSTEM	\$28,115.00
63	EXX-TTT-1689948-051818	EXXACT TENSOR TTT-1689948-051818 4U STORAGE SYSTEM 2X SILVER 4108 PROCESSORS	\$14,288.39
64	EXX-IXS-FREENAS 4U-G	EXXACT IXS-FREENAS 4U-G FREENAS 4U STORAGE SERVER	\$71,429.10
65	EXX-12152017-03	EXX-12152017-03 6 Leaf and 3 Spine Expansion for MSX6518 Switch-Adds 108 Ports MSX6001FS Switch, 18 port FDRLeaf Switch (Quantity 6) MSX6002FLS Spine Switch, 36 ports (Quantity 3)	\$126,103.60
66	EXX-20180301-G	EXXACT 20180301 TESLA P100 16GB GPU SERVER BOARD	\$5,594.44
67	EXX-TS1-1595479-NVL-1U-G	EXXACT TENSOR TS1-1595479-NVL-1U-G 1U Server	\$45,802.80
68	EXX-TS4-1642572-G	EXXACT TS4-1642572-G 4U RACKMOUNT SYSTEM UPGRADE KIT	\$4,500.00
69	EXX-TS4-1598415-G	EXXACT TS4-1598415-G 4U RACKMOUNT SYSTEM KIT	\$189,484.00
70	EXX-030216-QTXR414-1000R-G	EXXACT 030216-QTXR414-1000R-G QUANTUM TXR414-1000R 4U SERVER	\$17,546.57
71	EXX-TS4-1642659-G	EXXACT TS4-1642659-G VALENCE UPGRADE KIT	\$1,635.00
72	EXX-VWS-264619-G8000	Exxact VWS-264619-G8000 Valence Upgrade Kit w/ RTX 8000	\$4,990.00
73	EXX-TS1-116496313-G	Exxact TS1-116496313-G 2U 1x Intel Xeon processor Scalable Family server	\$6,112.00
74	EXX-TS4-173535991-AES-G	Exxact TensorEX TS4-173535991-AES-G - 2x EPYC 7702, 64GBx16 DDR4, 2x 1.92TB SSD, 4x 15.36TB SSD, 1x Dual SFP+ 10GB, 8x NVIDIA A100 40GB PCIe, Ubuntu 20.04	\$85,286.83
75	EXX-TS1-103822777-G	Exxact TS1-103822777-G System Upgrade Kits W/ Radeon 7750	\$249.00
76	EXX-VWS-264619-GWX5100	Exxact VWS-264619-GWX5100 Valence Upgrade Kit w/ Radeon Pro WX 5100	\$320.00
77	EXX-VWS-264619-GWX2100	Exxact VWS-264619-GWX2100 Valence Upgrade Kit w/ Radeon Pro WX 2100	\$112.00
78	EXX-VWS-264619-G6000	Exxact VWS-264619-G6000 Valence Upgrade Kit w/ P6000	\$4,160.00
79	EXX-TS4-1686449-NVL-G	Exxact TensorEX TS4-1686449-NVL-G NVLink 2.00 Multi-GPU Server with 3-year Warranty and Maintenance Plan	\$81,913.02

80	EXX-TS2-185671979-G	Exxact TS2-185671979-G 2U 1x AMD EPYC 7002 Series processor server	\$18,447.00
81	EXX-TWS-773645-REL-G	Exxact Tensor TWS-773645-REL-G 2x Intel Xeon processor workstation - Relion for Cryo-EM solution	\$16,400.96
82	EXX-VWS-150628029-GS	Exxact VWS-150628029-GS 1x AMD Ryzen Threadripper processor workstation	\$7,170.00
83	EXX-TWS-773645-AMB-G	Exxact Tensor TWS-773645-AMB-G 2x Intel Xeon processor workstation - AMBER Certified MD system	\$9,750.52
84	EXX-VWS-150628029-G	Exxact VWS-150628029-G 1x AMD Ryzen Threadripper processor workstation	\$6,295.00
85	EXX-TS1-693022-AES-G	Exxact TensorEX TS1-693022-AES-G 2x EPYC 7742 64 Core, 32GBx16 DDR4, 100GB EDR InfiniBand, No Storage and No OS	\$13,878.60
86	EXX-TS4-195183185-DPN-GS	Exxact TensorEX TS4-195183185-DPN-GS - 2x EPYC 7502, 64GBx16 DDR4, 2x 1.92TB M.2 OS NVME, 4x 3.84TB U.2 Storage NVME, 1x Dual SFP+ 10GB, 8x NVIDIA A100 40GB GPU SXM4, Ubuntu 18.04 w/ Exxact EMLI Docker DL Stack	\$87,997.20
87	EXX-TWS-773645-GS	Exxact TensorEX TWS-773645-GS - 2x Gold 5220R, 16GBx16 DDR4, 1x 1TB SSD, 1x 8TB DATA HDD, 4x NVIDIA Quadro RTX 6000 24GB, Ubuntu 20.04	\$18,584.07

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a N/A mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 811212.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

None

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: N/A

Quantity Range	Discounts
_____ Units	_____ %
_____ Units	_____ %
_____ Units	_____ %

9. REPAIR SERVICE RATE PROVISIONS

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of _____ per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____

*MINIMUM CHARGES INCLUDE ___ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated _____, at a discount of _____% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of _____ b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period _____

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Exxact Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Jason Chen, VP: 510-226-7366 jason@exxactcorp.com